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CORRESPONDENCE.

ATTORNEYS' FEES AS DAMAGES—(*Wisecarver v. Wisecarver.*)

Editor Virginia Law Register:

The note to *Wisecareer v. Wisecarver*, in the November number of the REGISTER, page 465, claims that *Burruss v. Hines*, 94 Va., is decisive of that case, though not quoted either by counsel or the Court of Appeals in its opinion. *Burruss v. Hines* was a very different case from *Wisecarver v. Wisecarver*, and is not properly quoted in the note. It is said in the note that in *Burruss v. Hines*, "the plaintiff had paid fees to counsel to have the injunction dissolved," and had brought a suit in trespass to recover (*inter alia*) fees paid his counsel for that service, and it is argued that the same principles applied to a suit brought by the plaintiff on an injunction bond, given by the defendant to pay costs, damages, etc. This would be a case properly in point, if the facts were as stated.

But in *Burruss v. Hines* the plaintiff had paid no fees to counsel to get an injunction dissolved. On the contrary, he had paid fees to counsel to get a mandatory injunction against the defendant, which, when obtained, he brought a suit at law against the same defendant to recover damages for the tort committed, and as a part of his damages desired to recover the fee paid his counsel in the injunction suit. There was no undertaking on the part of any one to pay any costs and damages. The cases, in my opinion, are not at all alike, and hence *Burruss v. Hines* was no precedent for *Wisecarver v. Wisecarver*.

GEORGE MCINTOSH.

Norfolk, Va.

BOOKS RECEIVED.

BUISWELL ON PERSONAL INJURIES. Second edition. Little, Brown & Co. Boston.

PERRY ON TRUSTS. Fifth edition. Edited by John M. Gould. Little, Brown & Co. Boston.

BEALE'S CRIMINAL PLEADING AND PRACTICE. Students' Series. Little, Brown & Co. Boston.

BRYANT'S CODE PLEADING. Students' Series. Little, Brown & Co. Boston.